

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Intellectual Property Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CMI Marketing, Inc.	FORMERLY ClubMom, Inc.	09/23/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Square 1 Bank
Street Address:	406 Blackwell Street, Suite 240
Internal Address:	Fowler Building
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2592351	CLUBMOM
Registration Number:	2608079	CLUB MOM
Registration Number:	2768341	MOM REWARDS
Registration Number:	2636746	REWARDING AND CELEBRATING MOMS - EVERY DAY
Registration Number:	2612646	GREAT STUFF JUST FOR MOMS!
Registration Number:	2953134	CLUBMOM'S DAY OF INDULGENCE
Registration Number:	2853902	SHOP FOR THE FAMILY, GET REWARDS JUST FOR MOM
Serial Number:	78629077	CLUBMOM DOLLAR DRIVE FOR CHARITY

CORRESPONDENCE DATA

Fax Number: (650)849-7400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6508435381
 Email: dsanchezbentz@cooley.com
 Correspondent Name: Diana Sanchez Bentz

CH \$215.00 2592351

Address Line 1: Cooley Godward LLP
Address Line 2: 5 Palo Alto Square, 3000 El Camino Real
Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	306190-102
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb4232/
Date:	10/18/2005

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 23, 2005 by and between SQUARE 1 BANK ("**Bank**") and CMI Marketing, Inc., a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those certain Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "**Intellectual Property Collateral**").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

401 Park Avenue South, 5th Floor
New York, NY 10016

CMI MARKETING, INC.

By: 
Title: CEO

BANK:

Address of Bank:

406 Blackwell Street
Durham, NC 27701
Attn: Joseph Crayton

SQUARE 1 BANK

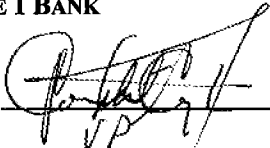
By: 
Title: VP

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

EXHIBIT B

PATENTS

Description	Registration/ Publication Number	Registration/ Publication Date
SYSTEMS AND METHODS FOR CONDUCTING A LOYALTY PROGRAM	10099914	03/14/2002

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
CLUBMOM	2592351	07/09/2002
CLUB MOM - design	2608079	08/13/2002
MOM REWARDS	2768341	09/23/2003
REWARDING AND CELEBRATING MOMS - EVERY DAY	2636746	10/15/2002
GREAT STUFF JUST FOR MOMS!	2612646	08/27/2002
CLUBMOM'S DAY OF INDULGENCE	2953134	05/17/2005
SHOP FOR THE FAMILY, GET REWARDS JUST FOR MOM	2853902	06/15/2004
CLUBMOM DOLLAR DRIVE FOR CHARITY	78629077	05/12/2005

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RECORDED: 10/18/2005

TRADEMARK
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